

MEDFORD PUBLIC SCHOOLS

Facilities Rental Agreement

489 Winthrop Street
Medford, MA 02155
781-393-2380

The Medford Public School buildings and grounds are first and foremost for the education and enrichment of our students. Secondly, they serve as a valuable community asset for educational, governmental, civic, cultural, and recreational activities for the citizens of Medford. Finally, the facilities may be utilized by non-profit and/or for profit programs which either generate revenue that sustains approved MPS programs or provide a program or service desired by the MPS system. The following procedures, instructions and fees are intended to best maintain the facilities for the students and community. The use of all school facilities will be at the discretion of the Medford School Committee and the granting of permission to use school property shall not be construed as an endorsement of any individual or group by the Medford School Committee.

Procedure for Use of School Facilities

Rental applicants should contact: Community Schools for facilities, and the Pool coordinator for the Pool; or in the case of other facilities, the secretary of the school at which the facility is located to determine if the facility is available. Once an individual or organization has determined facility availability and has decided to proceed with the rental, the rental procedure at MPS should be followed.

- 1) Download and complete the Facilities Usage Request form which can be found under the Community Schools tab at Medford.k12.ma.us
- 2) The completed application form together with all necessary documentation to include a Certificate of Insurance (if required) and a non-refundable security deposit (that may be required upon acceptance of the rental application) should be submitted to the individual school at least 30 days prior to the requested rental date to allow sufficient time for the review and approval process. The filing date for any application shall be the date upon which the completed application is received. A refundable security deposit may be required upon acceptance of rental. Small groups, not organized or affiliated, will be evaluated for insurance needs on an individual basis.
- 3) The Building Principal, and where applicable, the Fine Arts Media Director or Designee, Athletic Director (fields and gyms), and Food Service Director will review and sign the application for the rental of the facility for the purpose stated and then forward it to the Superintendent for final approval.
- 4) The applicant will be advised by email of the approval or denial of the request for rental.
- 5) For theatrical productions the applicant shall be required to schedule an appointment with the Community Schools Department prior to the use of the Marsha Caron Theatre.

Cancellations/Restrictions

In all cases, permission to use the buildings and grounds is granted with the understanding that the use shall be subject to cancellation for school activities, school related functions, and Medford meetings and elections. Every attempt will be made to provide notification as early as possible. Additionally, priority of rentals is to school events and activities. The use of all school property is subject to the restrictions and regulations of the Medford

School Committee, which reserves the right to deny the use of a school facility. The School Committee and/or the Superintendent reserve the right to rescind a rental.

If school is cancelled, all functions in school facilities are also cancelled. The School Department reserves the right to cancel or suspend any function held at a school facility in the event of inclement weather, regardless of whether school was cancelled that day or not.

For cancellation or changes in the scheduled use of facilities made by the applicant, the individual, or organization must notify the authorizing agent (as stated on contract) forty-eight (48) hours in advance of the event, or the applicant will be responsible for any costs incurred by the School Department.

Conditions of Use

- All users shall agree to hold the Medford Public Schools, the City of Medford, the Medford School Committee, the Superintendent of Schools, their agents, officers, and employees harmless from all property damage or personal injury, including death, resulting from the negligence of users relating to the use of the facilities, grounds, equipment, or furniture.
- *Liability Insurance Requirement:* It may be required that users secure sufficient general liability insurance naming the City of Medford and the Medford Public Schools as additional insured for both bodily injury and property; proportionate to the event rental. The City of Medford assumes no liability for injury to any person present on school property as the result of a permit issued to any organization or person. The City of Medford further assumes no liability for damage and loss to equipment, and the holder of the permit shall be responsible and liable for damage and loss to the building or the equipment thereof.
- Renters must be 21 years or older to rent school facilities.
- Rental agreements are not transferable.
- All users of Medford Public Schools are subject to the General Laws of the Commonwealth of Massachusetts prohibiting the practice of hazing, gambling, smoking and the use of alcoholic beverages, controlled substances or firearms and other dangerous weapons in any school building or on school property.
- The user may not allow attendance at an event to exceed the rated capacity at Medford of a facility as determined by applicable fire and safety codes.
- If the School Department determines that a police or security detail is required for public safety and/or traffic control, the user will be notified of the expected charges. All expenses necessary for a police detail shall be the responsibility of the user.
- The sponsoring organization must take responsibility for ensuring that only the facilities noted on the application are used and that the remaining parts of the building are not entered.
- No individual will be admitted to a school building before the arrival of an adult supervisor, who must be at least 21 years of age, and no individual may remain in the building without such supervision. Custodians have been given special instructions to enforce this regulation strictly.

- The applicant will be responsible for all attendees involved in the function, i.e., participants, observers, and/or anyone who enters the building when it is under control of the applicant. If those in charge of the event do not properly supervise attendees, the School Department reserves the right to hire such supervision and to charge the user. Exercising such right to hire will not incur any liability to the School Department.
- During school session, the Principal shall be considered the Superintendent's assignee for overseeing the use of the facility. School session shall be defined as the usual and customary hours of operation for the custodial and maintenance staff.
- The custodial staff shall have no responsibility to a user group beyond coordinating access and assisting in the location of electrical outlets, light switches, etc. When custodial services are deemed necessary by the school department a fee will be charged.
- At no time should custodians, food service, or any school employee be paid in cash. No tipping is allowed.
- Food products and liquid refreshment must be served only in cafeterias, cafeteriums, and MHS Lobby. No food or drink may be served or consumed in the Marsha Caron Theatre, theatres, stage and dressing areas, corridors, classrooms, gymnasiums, bathrooms, shower rooms, and stairways. Those who use school facilities must actively supervise all participants and attendees and enforce this rule.
- Requested kitchen facilities and equipment use shall be coordinated with the Medford Public Schools' Food Service Director. Charges will apply and be assessed to the user group in conjunction with the determination of the Food Service Director as to required staffing, equipment use, etc. All food and non-alcoholic beverages shall be served from the kitchen/cafeteria and consumed therein.
- Decorations, posters, etc., will not be affixed to any part of a building unless specific approval is authorized by the Principal of the School.
- Pianos may not be moved from their original location without special permission of the School Principal and/or the Fine Arts Department. Expense connected with moving a piano must be paid directly to the mover, and professional movers must be used. This includes the return of the piano to its original position.
- No amendment, alteration or addition shall be made to any facility's system components (electrical, lighting, network wiring, heating, physical plan components (doors, windows, walls and curtains, etc.) by an individual or group. Request for such work may be made to the Buildings and Grounds office.
- School equipment, theatre lighting, and audio equipment in any school facility may be used in that facility only when qualified personnel are available to operate such equipment. Such personnel are held responsible through the rental groups, for the operation of equipment authorized for use. The School Department reserves the right to determine qualifications and to require the user to pay School Department or Medford employees to operate school-owned equipment.
- Only authorized employees may move or relocate school owned property. The user will be assessed charges for these duties, including piano tuning that result from their use of the facilities.

- All materials used by outside groups during productions shall be certified “flame retardant”, evidence of which shall be provided to the School Department prior to the rental.
- No open flames shall be allowed in any school facility unless approved by the Medford Fire Department according to the Requirements for Open Flame Devices.
- Known accidents or damages that occur during the use of a school facility must be reported to the Principal or designees within twenty-four (24) hours of the event.
- The user shall be responsible to reimburse the School Department for any costs incurred that exceed the security deposit for any damages to the buildings or its contents resulting from the individual or organization’s use.
- Unless special permission is obtained, use of a school facility shall terminate at 11:00 p.m. and all equipment and supplies brought onto the school premises shall be immediately removed. The Medford Public Schools shall not be responsible for equipment and/or supplies that remain on the property after the use of the facilities has terminated.
- To sponsoring groups submitting permit applications: *It is the policy of Medford Public Schools to ensure equal opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, age, disability, marital status, citizenship, national origin, genetics, or any other characteristic protected by law. Medford Public Schools prohibits any such discrimination or harassment.*
- Failure to assume these responsibilities will jeopardize any future rental requests by the applicant or by the organization represented.

Fee Classifications

Organizations requesting the use of the school facilities will be classified as listed below and will be considered in the following order of priority:

Ca te go ry	Organization/Activity	Fee Classification	Additional Charges
1	Medford Public School activities, School Sponsored events, City Recreation, and City Government a) Events sponsored by school related organizations b) City of Medford special events and elections c) Rental donations (non-monetary value) as approved monthly by the School Committee	No Fee during regular school hours or regular school functions.	Additional charges (If revenue is derived from event): Special technician fees when services are required and custodial fees for special events not within regular school working hours as needed. Depending

			on rental, security charges may apply.
2	<p>School-Related and Community Groups</p> <p>b) Events sponsored by organized recreational leagues or ad hoc community groups that are open to all youth and adults and the majority are Medford residents</p>	See Fee Schedule	<p>Additional charges:</p> <p>Special technician fees when services are required and custodial fees for special events not within regular school working hours as needed. Depending on rental, security charges may apply.</p>
3	<p>Non-Profit Organizations</p> <p>a) Events of an educational, recreational, social, religious, civic or philanthropic purpose sponsored</p> <p>b) City of Medford recreational dept. leagues, activities and events</p> <p>c) One-time fundraising event by a non-profit organization</p> <p>d) Events sponsored by non-profit individuals/groups comprised of Medford residents where revenues are generated from special events for their organizations such as tournaments, camps, and regional competitions</p>	<p>Non-profit user fee*</p> <p>* A letter of determination from the IRS or other documentation to verify tax-exempt status or non-profit status may be required with the application.</p> <p>See Fee Schedule</p>	<p>Additional charges:</p> <p>Special technician fees when services are required and custodial fees for special events not within regular school working hours as needed. Depending on rental, security charges may apply.</p>
4	<p>For-profit groups</p>	<p>For-profit user – See Fee Schedule</p>	<p>Additional charges:</p> <p>Special technician fees when services are required and custodial fees for special events not within regular school working hours as needed. Depending on rental security charges may apply.</p>

Payments

All payments should be made through the online payment portal or money order only. A deposit in the amount of 25% of projected cost is due at time of rental and final payment must be received within 15 days from the date of invoice. For long-term rentals see *Continuous Large Block* rental agreement for payment expectations.

No new application shall be accepted until all prior charges are paid in full. Misuse of MPS property or non-payment of fees may result in the future loss of rental privileges.

HORMEL STADIUM: Additional Guidelines/Conditions of Use

Hormel Stadium rental/usage is controlled by the Hormel Commission.
Contact information: 781-393-2380

THE MARSHA CARON THEATRE: Additional Guidelines/Conditions of Use

- All users may be required to have a police detail for each event scheduled by Community Schools – each situation is reviewed and a decision made based on numbers and hours.
- **No food or drinks are allowed in the Marsha Caron Theatre at any time.**
- **No smoking** is allowed at any time on school property, this includes inside and outside the building.
- Nothing may be sold in the theatre at any time. All clothing, ticket and video sales must take place only in the main entry.
- Theatre/stage floors cannot be painted, taped, nailed, or affixed with any item.
- All users must provide a copy of their correspondence sent to students/parents regarding the food/drink/costume/smoking policies along with their **Marsha Caron Theatre** rental application.
- Dance and theatre programs must have a minimum of 4 people collecting tickets and distributing programs. If reserved seating is sold, 4-6 ushers are recommended to assist patrons in finding their seats.
- Please bring your own blue painters tape for taping signs and papers to walls. This is the only type of tape that may be used to affix anything to the walls.
- Please let the Fine Art's Director know if you are using a backdrop or need a cyclorama or cyc lights, and/or if you need the black curtain closed during the production.
- Additional charges for communication and audio visual equipment will apply and can be found on the Facility Rental Rates page.

MEDFORD HIGH SCHOOL POOL FEES

At least one lifeguard is required to be on duty during the time of rentals. More guards may be required, depending on the number of participants and swimming ability. A custodian is required for birthday parties and swim meet rentals – whether during regular school hours or outside of regular school hours.

The rental fee for the pool is \$125 per hour.
Medford resident Birthday Party rental fee is \$200.*
Non-resident Birthday Party rental fee is \$275.*

(Low income fee for a birthday party is \$100).*

*A Birthday Party rental includes up to two lifeguards.

- If swimmer numbers exceed 20, then additional lifeguards and applicable costs will apply.
- Birthday Party rental fee includes 50 minutes in the pool and 1 hour in the cafe.
- For birthday party rentals the lifeguard to swimmer ratio is 1 to 10.

This Facility Rental Agreement will provide special pricing for HUD related rentals as renovations were partially funded by a Federal HUD grant.

Medford Community Pool - Low income households and individuals may apply for a reduced admission fee at the Community School's office at Medford High School. Specifics are available at the office, on the Medford websites and TV channel.

Renovations for the pool are partially funded by a Federal HUD grant.

MEDFORD PUBLIC SCHOOLS

Appendix A: Facility Rental Rates

Effective: July 1, 2016

Security Deposit to be determined (if necessary)

Rates are subject to change and based on current union contract rates.

****Minimum Four (4) hours rental**

<u>Personnel</u>	<u>Category 1, 2, 3</u>	<u>Category 4</u>
Custodian:	\$65 / hour	\$65 / hour
Cafeteria Worker:	\$35 / hour	\$35 / hour
Theatre Technician: -includes reasonable amounts of equipment use.	\$75 / hour	\$75 / hour
Security Detail	\$200/4 hrs	\$300 /4 hrs **
Police Detail	\$200/4 hrs	\$230 /4 hrs **

Minimum Four (4) hours commitment applies to some rentals

<u>Facility/Equipment</u>	<u>Category 1, 2,3</u>	<u>Category 4</u>
Marsha Caron Theatre	\$125 / hour	\$250 / hour
Cafeteria	\$100 / hour	\$200 / hour
MHS Cafeteria -Regular scheduled MPS Booster Club Meetings are exempt from rental fee.	\$100 / hour	\$200 / hour
MHS Foyer	\$100 / hour	\$200 / hour
Lecture Hall (Excludes Science)	\$20 / hour	\$50/hour
Classroom -Regular scheduled MPS Booster Club Meetings are exempt from rental fee.	\$10 / hour	\$25/hour
Library/Media Center	\$50 / hour	\$100/hour
Medford Middle School Theatre	\$125 / hour	\$250 / hour
School Cafeteriums	\$100 / hour	\$200 / hour
Medford High School Gymnasium	\$300 / 4 hrs	\$600 / 4 hrs **
Medford Middle School Gymnasiums	\$200 / 4 hrs	\$400 / 4 hrs **
Batting Cages	\$200 / 4 hrs	\$400 / 4 hrs **
Elementary Schools	\$200 / 4 hrs	\$400 / 4 hrs **
Elderly Field (Resident)	\$145 / hr	\$145 / hr

LoConte Rink

\$200 / hr

\$200 / hr

MHS Swimming Pool

See separate rate section (page 6)

-Daily Rate is based upon 4 hours or more if not during regular school hours.

-All MPS Booster organizations must register annually (September) with the Superintendent's Office; providing their non-profit designation paperwork as well as board member names, organization mailing address, and point of contact phone or email.

-Groups grandfathered in include: Medford Youth Soccer and Medford Youth Lacrosse. Rates for grandfathered in users: \$75/hr. practice on Edgerly Field and \$100/hr. for games. Rental space is based on availability of field.

-Medford Community Based non-profit groups (proof of non-profit designation is mandated) may apply to rent facilities for \$75/hr. if a custodian, tech assistance, etc. is on duty. If custodial, tech assistance, etc., are required to be hired, the posted fees for such services apply. A letter of non-profit status is required at time of rental.

-Registered MPS Booster organizations will be allowed available times (times not otherwise booked) at the gymnasiums and Edgerly Field; it is expected that these MPS Booster organizations provide significant MPS team support. This free-of-charge time assumes no special costs i.e. custodial, tech assistance, etc. If custodial, tech assistance, etc., are required to be hired, the posted fees for such services apply. All Booster groups will be required to register with Community Schools.

-Community Subsidy: To underwrite City of Medford non-profit groups (proof of non-profit designation is mandated) requesting theater use outside of regular school hours, MPS will ask for a subsidy for user discount(s). School committee will be asked to approve each request at the next regularly scheduled meeting.

-Continuous Large Block Use: To be negotiated between the Superintendent and User Group with a written contract with payment schedule, to include youth sports' seasonal rental rates.

-Should the City of Medford revise the rental rates for Hormel Stadium a discussion should also ensue related to Edgerly Field rental rates; therefore, providing enough notice for current renters.

-School Committee reserves the right to remove or adjust fees for certain activities.

Custodial Fees

There will be no custodian fees for Organizations in Classification 1 when the event occurs within normal custodial working hours and there is no special set up or clean up required.

In order to make a facility available for the period of time designated by the applicant, it is necessary that the custodian report a minimum of thirty minutes prior to the indicated time and remain a minimum of thirty minutes after the indicated time to clean and secure the premises.

If two or more groups are using the same facility on the same date at the same time, the cost may be split between the two groups at the discretion of the Superintendent of Schools.

In certain circumstances where programs or events involve additional clean-up time to ready facilities for school use, the additional time necessary will be charged based on the custodian's overtime slip.

Food Service Fees

Food can be served for school related groups and organizations with the exception of birthday parties.

If a kitchen is designated for use on the permit, a cafeteria employee must be present and the employee's services shall be paid for by the applicant. The applicant shall be responsible for insuring the sanitation of the food products served at the permitted event even if the School Department equipment is used.

Marsha Caron Theatre Personnel Fees

A theatre technician may be required for services during the time of rental.

A theatre technician will be required for all rehearsals and performances if equipment or lighting booth is needed.

Stage crew personnel may be required when a production's needs exceed "regular" use, as in the case of scenery, spotlights, etc. or any special requests of the renting group/organization.

MEDFORD PUBLIC SCHOOLS

Facility Usage Request Form

This form must be completed in its entirety before submission. Any missing information will cause a delay in processing.

Please Print Clearly Or Type:

Name of Applicant	Name of Organization (Required)	
Mailing Address	Phone Number	E-Mail Address
Medford/ State/Zip Code	Signature of Authorized Applicant	Date
Date(s) Requested: (Please list)	Day(s) Of Week: (Please list)	
Entrance Time to Facility:	Exit Time from Facility:	
Start of Activity:	End of Activity:	

I have read this Agreement and the Conditions of Use of Medford Public School property, and accept the responsibility for the sponsoring group for payment of bills, the observance of all regulations, and all terms hereof. I/we agree to a **RENTAL FEE OF** _____ (plus services). A **SECURITY DEPOSIT** of \$ _____ to be paid at the time the Facility Application is submitted unless other arrangements are agreed upon in advance.

ORGANIZATIONS USING SCHOOL FACILITIES MUST ADHERE TO THE TIME APPROVED.

SCHOOL REQUESTED:

- _____ Medford High School
- _____ McGlynn Middle School
- _____ Andrews Middle School
- _____ Brooks Elem. School
- _____ Columbus Elem. School
- _____ Roberts Elem. School

EQUIPMENT/SERVICES NEEDED:

- _____ Custodian(s)
- _____ Food Service
- _____ House Manager
- _____ Theatre Technician
- _____ Microphone
- _____ Overhead Projector/Video/LCD

CLASSIFICATION:

- _____ School Sponsored/Related
- _____ City/Municipal
- _____ Community Groups
- _____ Tables and Chairs (# _____)
- _____ Non-profit
- _____ Profit

FACILITY REQUESTED:

- | | | |
|----------------------------|-----------------------------|---------------------------------|
| _____ Marsha Caron Theatre | _____ Brooks Elem. Gym | _____ Batting Cages |
| _____ Lecture Hall (C2) | _____ Columbus Elem. Gym | _____ Pool |
| _____ McGlynn Theatre | _____ McGlynn Gym (MS) | _____ MHS Cafeteria |
| _____ MHS Foyer | _____ Andrews Gym | _____ Lecture Hall (No Science) |
| _____ Lecture Hall (C3) | _____ Roberts Elem. Gym | _____ Batting Cage |
| _____ Classroom(s) | _____ MHS Gym | _____ Edgerly Field |
| _____ Library/Media Center | _____ Andrews MS Cafetorium | _____ LaConte Rink |
| | | _____ Other (specify below) |

TYPE OF ACTIVITY: _____

APPROXIMATE NUMBER OF PEOPLE ATTENDING _____ PRICE OF ADMISSION (if applicable) _____

UNDER PAIN AND PENALTY OF PURJERY, I HAVE READ THROUGH AND AGREE TO THE TERMS OUTLINED IN THIS FACILITY AGREEMENT.

PRINTED NAME OF RENTAL APPLICANT: _____

SIGNATURE OF RENTAL APPLICANT _____ DATE _____

IN THE EVENT OF A CANCELLATION, CONTACT: _____ PHONE # _____

YOUR BUILDING CONTACT THE DAY OF THE EVENT: _____ CONTACT # _____

FOR INTERNAL USE ONLY

APPROVE/INITIAL & DATE:	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____
Fine Art's Director	Comm. Schools Director	Food Service Director	Building Principal	Supervisor of PE & Health (Pool)
(When applicable)	(When applicable)	(When applicable)	(When applicable)	(When applicable)
Refundable Security Deposit _____	Cert. of Liability Insurance _____	Participant Release Form _____	Indemnity Clause _____	
Certified Non Profit _____				
	Authorizing Agent Signature		Date	____

MEDFORD PUBLIC SCHOOLS
Release/ Indemnifications Agreement

Required by all groups using school facilities with the exception of official City and School Groups and Organizations.

For and in consideration of being granted a **Use of School Facilities Rental Agreement** to access and use the

_____, _____,
(Name of school) (Name of applicant)

referenced as Applicant, here by agrees to release, indemnify and hold harmless the Medford Public Schools, City of Medford and all their past present and future officers, officials agents, servants, and employees hereinafter collectively referred to as MPS against any and all injury, loss or damage and any and all claims for injury loss or damage, of whatever nature, caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation, officers, agents, servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant and collectively referred to as Applicant), at or about the premises.

This agreement indemnifies MPS from all costs, expenses, and liabilities incurred in connection with any injury, loss or damage claimed by any third party, and holds MPS harmless from any claim brought by Applicant, unless the injury is caused by the negligence of MPS.

Applicant shall maintain commercial general liability insurance, with respect to the premises and its appurtenances, issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, naming the City of Medford and the Medford Public Schools as additional insured, in any amount not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage. Applicant shall deliver to MPS prior to commencing use of the premises the policies of such insurance or certificates thereof. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to each named insured. Applicant is advised that failure to maintain such commercial liability insurance may result in Applicant being subject to potential liability for claims arising from the use of the premises.

Applicant shall, at its own cost and expense, with counsel approved by MPS, defend any and all suits and actions (just or unjust) brought against MPS or in which MPS may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of MPS's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against MPS for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use the premises.

Applicant: _____ Title: _____ Date: _____

